

PLD-C-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (NAME AND ADDRESS):      TELEPHONE: 949.880.5589 Helen Yu 18 Technology Dr. Suite 138, Irvine, CA 92618		FOR COURT USE ONLY:  2018 OCT 15 AM 11:54 CLERK U.S. DISTRICT COURT CENTRAL DISTRICT OF CALIF. SANTA ANA BY <u>  P  </u> FILED
ATTORNEY FOR (NAME):  Insert name of court, judicial district or branch court, if any, and post office and street address: United States District Court, Centerail District of California 411 West 4th Street, Room 1053 Santa Ana, CA 92701-4516		
PLAINTIFF:  URBANLIP.COM LTD.		
DEFENDANT: Helen Yu & LeReve Skin Institute Inc.		
<b>ANSWER—Contract</b> <input checked="" type="checkbox"/> TO COMPLAINT OF (name): <input type="checkbox"/> TO CROSS-COMPLAINT (name):		CASE NUMBER:  8-18-cv-01685-DOC-JDE

1. This pleading, including attachments and exhibits, consists of the following number of pages: 25
2. DEFENDANT (name): Helen Yu & LeReve Skin Institute Inc  
 answers the complaint or cross-complaint as follows:
3. Check ONLY ONE of the next two boxes:
- a. ☐ Defendant generally denies each statement of the complaint or cross-complaint. (Do not check this box if the verified complaint or cross-complaint demands more than \$1,000.)
- b. ☒ Defendant admits that all of the statements of the complaint or cross-complaint are true EXCEPT:

(1) Defendant claims the following statements are false (use paragraph numbers or explain):

Paragraph 13 to 25:

Defendant Yu's 2012 Infringement of Urbanlip Photographs

Paragraph 26 to 36

Defendants' Willful Infringement of Urbanlip's Images

Paragraph 37 to 42

First Caust of Action Copyright Infringement 17 U.S.C. 101 et seq

☐ Continued on Attachment 3.b.(1).

- (2) Defendant has no information or belief that the following statements are true, so defendant denies them (use paragraph numbers or explain):

☐ Continued on Attachment 3.b.(2).

If this form is used to answer a cross-complaint, plaintiff means cross-complainant and defendant means cross-defendant.

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SHORT TITLE: URBANLIP.COM LTD VS. LEREVE SKIN INSTITUTE Inc & Helen Yu	CASE NUMBER: 8-18-cv-01685-DOC-JDE
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**ANSWER—Contract**

4. ☒ AFFIRMATIVE DEFENSES Defendant alleges the following additional reasons that plaintiff is not entitled to recover anything:

1. I, Helen Yu (Defendant), served as CEO of Merveille Beauty & Health Inc in 2012. I was not the shareholder nor legal representative of Merveille Beauty & Health Inc. The operation of Merveille Beauty and Health Inc was suspended on March 2013.

2. In May 2012, I did oversee the marketing clerks to develop company website to promote the products named "D' LuxePeel" & "DluxeDerm". Being respectful to the copyright law, I inquired several stock photography companies to do budgeting. The marketing clerks downloaded and selected images. Urbanlip might be one of the companies that I inquired on behalf of the company. However, both the company and I never used any copyright protected photograph before the official releasing of the website and social media and product launch. in Aug 2012.


☒ Continued on Attachment 4.

5. ☐ Other

## 6. DEFENDANT PRAYS

- a. that plaintiff take nothing.  
b. ☒ for costs of suit.  
c. ☒ other (specify):

Helen Yu  
.....  
(Type or print name)

 10/12/2018  
\_\_\_\_\_  
(Signature of party or attorney)

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## **Attachment 4**

**AFFIRMATIVE DEFENSES** Defendant alleges the following additional reasons that plaintiff is not entitled to recover anything.

### **Paragraph 13 to 25:**

#### **Defendant Yu's 2012 Infringement of Urbanlip Photograph Defense**

1. I, Helen Yu (Defendant), served as CEO of Merveille Beauty & Health Inc in 2012. I was not the shareholder nor legal representative of Merveille Beauty & Health Inc. The operation of Merveille Beauty and Health Inc was suspended on March 2013.
2. In May 2012, I did oversee the marketing clerks to develop company website to promote the products named "D'LuxePeel" & "DluxeDerm". Being respectful to the copyright law, I inquired several stock photography companies to do budgeting. The marketing clerks downloaded and selected images. Urbanlip might be one of the companies that I inquired on behalf of the company. However, both the company and I never used any copyright protected photograph before the official releasing of the website and social media and product launch. in Aug 2012.
3. The clerks might use the certain phototrophs during the design and testing. However, if so, the rights should be pre-authorized by the copyright owners. Otherwise each image should be marked with watermark or copyright statements. This is the common practice in stock photography industry.
4. In May 2012. Merveille beauty was approached by Urbanlip for licensing fee. As CEO, I responded immediately and showed our willingness to pay the license fee if our company selected their photographs to use for launch. I delegated Stephanie Guo, the marketing clerk who was in charge of photographs selection, downloading, copyright purchase and website design to handle the matter.
5. At the same time, I instructed the clerks to immedicably take off the photographs owned by Urbanlip in the test-run website and replace with other royalty free pictures. Specifically, on May 25 2012, we purchased 12 royal free stock free photographs from MASTERFILE, a stock photography company as in Exhibit A: purchase history dated on May 25, 2012 under my name "Helen Yu" )

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6. On Aug 15, 2012, before Merveille launched products D'LuxePeel and D'LuxeDerm and website, Stephanie Guo, who I assigned to handle Urbanlip matter, purchased the license of usage of the specific photography of Urbanlip demanded for license fee from MASTERFILE by paying \$1100 dollars with proof in Exhibit A PAGE 3: Photography 847-03719679 : under name of Stephanie Guo as the purchasing person). Given the threatening email from Urbanlip we received in May 2012, I firmly believe that the reason that she chose to purchase from Masterfile instead of Urbanlip directly was that Merveille already had license history with Masterfile, Masterfile conducted the business with integrity. We wanted to be well protected.
7. In 2012, Merveille Beauty and Health Inc, the company I served, did purchase the license of the photography Urbanlip claimed from Masterfile. Merveille was the owner of the products of D'LuxePeel & D'LuxeDerm, not me. Hence, the statement of complaint "Yu's infringement of Urbanlip Photograph Defense" is false.

**Paragraph 26 to 35****Defendants' Willful Infringement of Urbanlip's Images**

8. I, Helen Yu, am the president of LeReve Skin Institute Inc. LeReve Skin Institute Inc is solely owned by me.
9. In 2017, LeReve Skin Instituted started to test market and commercialize the medical aesthetic products under brand name "RevePeel" and "ReveSkin" in the medical offices. Products are promoted by printing ads/ displays in the medical offices and social media site mainly on Instagram & Facebook. Total active clients with purchase is less than 30 medical offices.
10. Numerous photograhs are used on print ads and social media by our marketing contractors and clerks. The sources of photographs are
- Shutterstock, the stock photography company that LeReve use (Exhibit B: License history in 2017 to 2018)
  - Real patients and real models with the factual statement of each picture (Exhibit C
  - Company stock photography database that consists more than 100 photographs cumulated by the clerks or the contractors. The sources of these pictures could be from website google

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search or from company's skin care raw material vendors' brochure with copyright release to us as in Exhibit C)

Both LeReve and I respect photography copyright law, even as a startup company with limited human resources.

11. In July 2018, the company received a "settlement communication" letter dated July 10, 2018 from Higbee & Associates Claim number 515283, **Exhibit D**).

- a. The letter opened with false statement "**... After making several unsuccessfully efforts to resolve a copyright matter (PicRights Claim Number 171733252938) with LaReve Skin Institute Inc....**" Neither the company or I personally received any communications in any form from Urbanlip.com Ltd, Higbee & Associates, PicRights Ltd and /or any 3<sup>rd</sup> party regarding the matter they stated in the letter. If these efforts as claimed in the letter exist, please provide the evidence to the court.
- b. Higbee & Associates claimed copyrights of several pictures we used on social media and print ads, though the letter didn't contain any photographs registration certificates.
- c. The letter required \$15,480 payment in 14 days to "resolve" the matter for generic images, without providing the Urbanlip licensee fee standard
- d. Before this "settlement communication" letter, **LeReve and I never received any cease and desist letter regarding these images that Urbanlip claimed.**

12. However, after receiving the letter, the company and I immediately did research. Both the company and I have never created the account and downloaded any images from Urbanlips. The website of Urbanlips is protected. There is not possible that we could download any images to conduct intentional or unintentional infringement. (See exhibit E Urbanlip website account log in page).

13. These images are in our company photo database. But the employees changed. Specifically, Stephaine Guo, the clerk handled Urbanlip matter in Merville in 2012, has never worked for LeReve and me after 2012, We are not in touch. The reason the company used these images in some printing ads and/or social media is because there were not watermarks or copyright statement on. We firmly believed that these pictures are fair of use or Royalty free, it is the common practice of stock photography industry, like Shutterstock, the only vendor LeReve is working with. All images are with watermarks before purchasing the license.

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14. Even though, showing the respect of copyright law, LeReve immediately took off these images on social media site, informed all medical providers who carry the print ads and have related digital images, destroyed all printing ads and replaced the ads with new photography (See exhibit F ),
15. I personally responded on July 26<sup>th</sup>, 2018 with written letter (See exhibit G) mailed to Higbee & Associates. I also responded via email to Higbee Associate on July 30, 2018 to demonstrate our company cooperation, however as a small startup company, we were not able to pay such a high “statue damage” fee \$15,900 they claimed. These images are generic stock photos for decoration purpose only, having no any relation with the medical aesthetic product benefits. The license fee of the similar images we use to replace are \$229 for 25 images from Shutterstock. In July 30, we communicated with Higbee and Association via email (Exhibit G), requiring reasonable license fee proposal (see Exhibit H). We didn’t get any response except keeping on pushing us to “settle” with the amount neither reasonable nor affordable by our company and myself. **Paragraph 33 “Defendants refused to resolve the matter or license the images” is false.**
16. I, Helen Yu, has never used Urbanlip photography in person without a license, nor does LeReve Skin Institute Inc, The previous company I served, Merveille Beauty, used photography in 2012 with the purchase of copyright. **Paragraph 36 “Defendant Yu has previous used Urbanlip photographs without a license, including one of Images, through her previous company Merveille Beauty in 2012” is false.**

# **Exhibit “A”**









Masterfile Corporation  
3 Concorde Gate, 4th Floor  
Toronto, Ontario, Canada M3C 3N7

416-929-3000  
800-387-9010 toll free  
416-929-2104 fax  
finance@masterfile.com



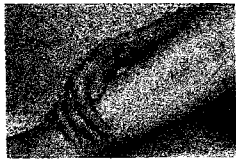




masterfile.com


## RM and RF License History Report for MERVEILLE BEAUTY & HEALTH

RM and RF Image	Invoice# Date Job Purchased by	Size Active	Usage	\$ Amount
	PMI-502-334 2012.05.22 DP websitel DP001 Helen Yu	Web Res Active	Royalty Free	USD\$36.75
614-03649470 (RF)				
	PMI-502-334 2012.05.22 DP websitel DP001 Helen Yu	Web Res Active	Royalty Free	USD\$36.75
614-03649509 (RF)				
	PMI-502-334 2012.05.22 DP websitel DP001 Helen Yu	Web Res Active	Royalty Free	USD\$36.75
621-00996153 (RF)				
	PMI-502-334 2012.05.22 DP websitel DP001 Helen Yu	Web Res Active	Royalty Free	USD\$36.75
623-02153883 (RF)				
	PMI-502-334 2012.05.22 DP websitel DP001 Helen Yu	Web Res Active	Royalty Free	USD\$36.75
626-00922920 (RF)				
	PMI-502-334 2012.05.22 DP websitel DP001 Helen Yu	Web Res Active	Royalty Free	USD\$36.75
632-01154395 (RF)				



RM and RF Image	Invoice# Date Job Purchased by	Size Active	Usage	\$ Amount
	PMI-502-334 2012.05.22 DP website1 DP001 Helen Yu	Web Res Active	Royalty Free	USD\$36.75
632-05816764 (RF)				
	PMI-502-334 2012.05.22 DP website1 DP001 Helen Yu	Web Res Active	Royalty Free	USD\$30.00
649-02054759 (RF)				
	PMI-502-334 2012.05.22 DP website1 DP001 Helen Yu	Web Res Active	Royalty Free	USD\$30.00
649-05949915 (RF)				
	PMI-502-334 2012.05.22 DP website1 DP001 Helen Yu	Web Res Active	Royalty Free	USD\$36.75
695-05776293 (RF)				
	PMI-502-334 2012.05.22 DP website1 DP001 Helen Yu	Web Res Active	Royalty Free	USD\$36.75
695-05779449 (RF)				
	PMI-502-620 2012.05.25 DP website1 DP002 Helen Yu	Web Res Active	Royalty Free	USD\$36.75
6106-05510681 (RF)				
	PMI-502-620 2012.05.25 DP website1 DP002 Helen Yu	Web Res Not Active	Royalty Free	USD\$36.75
635-05656233 (RF)				

RM and RF Image	Invoice# Date Job Purchased by	Size Active	Usage	\$ Amount
	PMI-502-620 2012.05.25 DP websitel DP002 Helen Yu	Web Res Active	Royalty Free	USD\$30.00
649-02054756 (RF)				
	PMI-502-620 2012.05.25 DP websitel DP002 Helen Yu	Web Res Active	Royalty Free	USD\$30.00
649-02054760 (RF)				
	PMI-502-620 2012.05.25 DP websitel DP002 Helen Yu	Web Res Active	Royalty Free	USD\$30.00
649-02054765 (RF)				
	PMI-502-620 2012.05.25 DP websitel DP002 Helen Yu	Web Res Active	Royalty Free	USD\$30.00
649-02054766 (RF)				
	PMI-502-620 2012.05.25 DP websitel DP002 Helen Yu	Web Res Active	Royalty Free	USD\$36.75
695-03388476 (RF)				
	PMI-502-620 2012.05.25 DP websitel DP002 Helen Yu	Web Res Active	Royalty Free	USD\$36.75
695-05771296 (RF)				
	PMI-508-722 2012.08.15 Stephanie Kuo	Up to Full Active	NON-EXCLUSIVE   BEAUTY/PERSONAL HYGIENE   CONSUMER   USA   COLLATERAL-PRINT; TRADE SHOW DISPLAY; INTERNET   2012.09.01 to 2013.02.28	USD\$1100.00
847-03719679 (RM)				

RM and RF Image	Invoice#	Size	Usage	\$ Amount
	Date Job Purchased by	Active		
	PMI-511-602	Super-Hi Res	Royalty Free	USD\$277.50
	2012.09.20	Active		
	Helen Yu			


695-03388476 (RF)

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Total: USD\$2035.25






# Exhibit "B "

## LeReve License History with Shutterstock






shutterstock [shutterstock.com](#) Search for royalty-free stock images All images - 

### License History


Year ▾ License type ▾ 1 of 1

				
548673560	726044842	173362472	605205839	408042588
7/2/16	6/2/16	6/1/16	7/31/16	7/26/16

				
481178416	726044956	124292950	113631130	179809724
7/24/16	7/24/16	7/27/17	7/27/17	7/27/17

All stock images are with watermark before purchasing license

shutterstock [shutterstock.com](#) Search for royalty-free stock images All images - 



Portrait of a woman with a watermark

Large 1024 px x 1024 px (100%) 100% JPEG

Need a different size? Try a different image.

Upgrade to Standard License only

- Download 100 images per month (100 images per month)
- Use in commercial and editorial projects
- No need to pay for additional images

Download  

© Shutterstock, Inc. 2018

# Exhibit "C"



Printing Ads

**REVEPEEL: Contemporary. Potent. Safe.**

- True medical grade, **significant improvements with just one peel**
- **Even penetration and reduced risks of post complications** by the innovative delivery vehicle
- **High end, all-inclusive pre and post treatment system** to ensure rapid wound healing and prolonged results
- **2 strengths, customized program** for face, décolletage and body. Safe for every skin type and skin tone

**REVEPEEL™**

Before Day 7

**What do I expect during REVEPEEL?**  
 REVEPEEL is quick, simple and tolerable. After only 15-20 minutes, you'll see immediate results. There's no downtime. You can make your own choice with REVEPEEL. Choose between the standard and the advanced treatment.

**Is REVEPEEL right for me?**  
 REVEPEEL is a medical grade, non-invasive, safe treatment. It's designed to improve skin texture, reduce fine lines and wrinkles. REVEPEEL is available in two strengths. It's perfect for the skin of everyone from the young adult to the mature.

**REVEPEEL and REVESKIN™**  
 Integrated programs are designed for everyone who wants substantial results with a smooth, uniformed and younger looking skin all the time.

**REVEPEEL can be repeated from every 4 weeks to every 12 weeks per individual's skin condition and needs.**

Printing Ads



Social Media page

# **Exhibit “D”**

cdonnell@higbeeassociates.com  
714 597-8993

July 10, 2018,

Re: Claim Number: 515283 FRE 408 Settlement Communication

Dear Sir or Madam,

The Law Firm of Higbee & Associates represents Urbanlip and PicRights Ltd. After making several unsuccessful efforts to resolve a copyright matter (PicRights Claim Number 171733252938) with LaReve Skin Institute Inc, they have now hired our law firm to pursue this claim. There is still time to resolve this matter before it gets more expensive and possibly ends up in court. You may wish to hire an attorney and forward this matter to them.

Please see the attached exhibits that show the use of the copyrighted works and the alleged infringing use. If LaReve Skin Institute Inc has a license to the use the image, please let us know so that we can close this case and apologize for the inconvenience. You can email me at [claims@higbeeassociates.com](mailto:claims@higbeeassociates.com).

If LaReve Skin Institute Inc does not have a license, we believe the use of the work is a violation of The Copyright Act, Title 17 of the United States Code. If forced to go to court to resolve the matter, my clients will ask for the maximum relief possible, which, depending on the circumstances, may include statutory damages under 17 U.S.C. §504 for up to \$150,000 for intentional infringement or \$30,000 for unintentional infringement. My clients would also ask the court to have LaReve Skin Institute Inc pay court costs and attorney's fees.

Copyright lawsuits can result in judgments, wage garnishments and liens on property. In some instances, the business owner can be held individually liable. We are contacting you now because our clients sincerely want to resolve this matter without forcing LaReve Skin Institute Inc to go to court and incur the attendant costs of litigation.

Our clients are now demanding that LaReve Skin Institute Inc pay \$15480 to settle this matter. This amount takes into account the normal licensing fee, the costs incurred in detecting and pursuing the unauthorized use, and the nature of the use. If you believe there are factors that should make this amount lower, please let us know by calling us or sending us email.

To resolve this matter efficiently and amicably out of court, return the attached Release License Agreement, along with your payment in the form of a valid cashier's check or money order for **\$15480** payable to "**Higbee & Associates Client Trust Account**". This can be returned to us via US Mail. You can also pay with a check or credit card over the phone or online at <http://copyright.higbeeassociates.com/resolution>. Your login is 515283. Your password is pomi5x7b. If you choose to make your payment online, you can return the Release License Agreement via email. Please include the case number (515283) in the subject line.

If we do not hear from you within 14 days from the date of this letter, we will have no choice but to take this to mean that LaReve Skin Institute Inc does not have a license and does not want to settle this matter out of court.

Claim number: 515283

Printed: July 10, 2018 13:15

Corporate HQ: 1504 Brookhollow Dr Suite 112, Santa Ana, CA 92705

Phone (800) 714-1245 Fax (714) 597-3559 Web [higbeeassociates.com/infringements](http://higbeeassociates.com/infringements)

the remaining provisions and applications of this Agreement will not be affected, but will remain valid and enforceable.

12. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles, notwithstanding the fact that one or more counterparts hereof may be executed outside of such state, or one or more of the obligations of the Parties hereunder are to be performed outside of such state. Any suit, action or proceeding to determine, construe or enforce any provision of this Agreement, or the rights of any party hereunder, will be brought in the State of California, and the Parties agree that jurisdiction will lie therein.

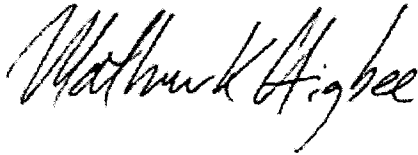
13. If a suit, action, arbitration or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of this Agreement, or to interpret or enforce any rights under this Agreement, the prevailing party is entitled to recover reasonable costs and attorney's fees from the other party.

14. Payments that are received more than 5 calendar days late will be assessed a \$40 late fee. Additionally, an interest rate based on a 15% per annum will be charged on overdue balances after 30 days.

15. This Agreement constitutes and contains the entire agreement between the Parties with respect to the alleged unlicensed use referred to in this Agreement and there are no other agreements, understandings or representations with respect to this subject matter, which are not expressly set forth herein.

\_\_\_\_\_  
Sir or Madam  
On Behalf of  
Licensee(s) LaReve Skin  
Institute Inc

\_\_\_\_\_  
Date



\_\_\_\_\_  
Mathew K. Higbee, Esq.  
on Behalf of Licensor(s)  
Urbanlip

July 10, 2018

\_\_\_\_\_  
Date



### **RAPID CONDITIONAL RELEASE LICENSE AGREEMENT**

This RAPID CONDITIONAL RELEASE LICENSE AGREEMENT ("Agreement") is entered into on July 10, 2018 ("Effective Date") by and between Urbanlip ("LICENSOR") and LaReve Skin Institute Inc("LICENSEE") (the "Parties" or individually the "Party").

The Parties agree as follows:

1. The Parties acknowledge and agree that this Agreement is made in resolution to the LICENSEE's alleged unlicensed use of image(s) referenced in the Exhibit(s) below ("Images").
2. LICENSOR hereby represents and warrants that it has the exclusive rights in the settlement and resolution of the claims related to the alleged unlicensed use of the copyrighted Images, including the rights to grant licenses for past and future use, and rights to grant releases from future claims.

### **GRANT OF RETROACTIVE LICENSE TO COVER PAST USE**

3. In consideration of the license and other consideration granted herein, LICENSEE will pay to LICENSOR the sum of \$15,480.00 in U.S. Dollars (the "Payment") within fourteen (14) days after the Effective Date.
  - a. Upon Payment in full, LICENSOR will grant LICENSEE a non-exclusive, non-sub licensable and non-assignable retroactive license, with the term commencing with the beginning of time and concluding upon the Effective Date.
  - b. The LICENSEE will be granted rights to use the Images only within the limited scope as shown in this Agreement.
  - c. The LICENSOR will retain all rights, interest and ownership in derivative works containing the Images, in whole or in part.
  - d. Payment shall be made payable to "Higbee & Associates Client Trust Account" and delivered to 1504 Brookhollow Dr., Suite 112, Santa Ana, CA 92705. Payment may also be made online at <http://copyright.higbeeassociates.com/resolution>

### **ADDITIONAL TERMS AND CONDITIONS**

4. Except for the agreements, obligations, and covenants arising under this Agreement, the Parties will release the other party from any and all claims arising from the use of the Images.
5. The Parties acknowledge that all terms of this Agreement are supported by legally sufficient consideration so as to make this Agreement binding and valid.
6. All of the Parties will pay their own costs and expenses incurred in negotiation and preparation and execution of this Agreement.
7. The terms of this Agreement are confidential; provided however, that each Party may disclose the terms of this Agreement, as necessary to enforce its terms, in response to valid legal process or as otherwise required by law, and/or to its financial advisors and/or legal advisors.
8. The Parties represent and warrant that they have read and understand the provisions of this Agreement and have full authority to execute and consummate the transactions contemplated by this Agreement.
9. This Agreement may not be modified or amended except by written agreement, signed by all Parties.
10. This Agreement, along with its terms and conditions will be binding upon and inure to the benefit of each of the Parties and to their heirs, executors, administrators, successors in interest and assigns.
11. The Parties acknowledge that if any provision or application of this Agreement is held invalid or unenforceable then any such provision will be deemed severed from this Agreement and

**CREDIT CARD PAYMENT AUTHORIZATION FORM**

The Law Firm of Higbee & Associates offers interest-free payment plans through our automated billing system. Sign and complete this form to authorize the Law Firm of Higbee & Associates to make the agreed upon credit or debit card or ACH payments. Licensee agrees to pay the settlement amount of \$15,480.00 in 1 automatic payment.

By signing this form you give us permission to bill your credit/debit card or bank account for the amount indicated on the dates above plus any additional fees, penalties, or interest charges which have accrued in accordance with the Rapid Conditional Release License Agreement ("Settlement Agreement"). This is permission for all transactions related to the Settlement Agreement, and does not provide authorization for any additional unrelated charges.

Please complete the information below:

**PAYMENT METHOD (Please Choose One & Provide Requested Information):**

**CREDIT CARD**

Name as it Appears on Card: \_\_\_\_\_

Credit Card #: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ CCV (Security Code): \_\_\_\_\_

Billing Address: \_\_\_\_\_

**ACH / DIRECT DEPOSIT**

Name on the Account: \_\_\_\_\_

Account Type: ☐ Savings ☐ Checking

Account #: \_\_\_\_\_

Routing #: \_\_\_\_\_

Bank Name: \_\_\_\_\_

I hereby authorize The Law Firm of Higbee and Associates to automatically bill my account on the dates indicated in the payment plan above.

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

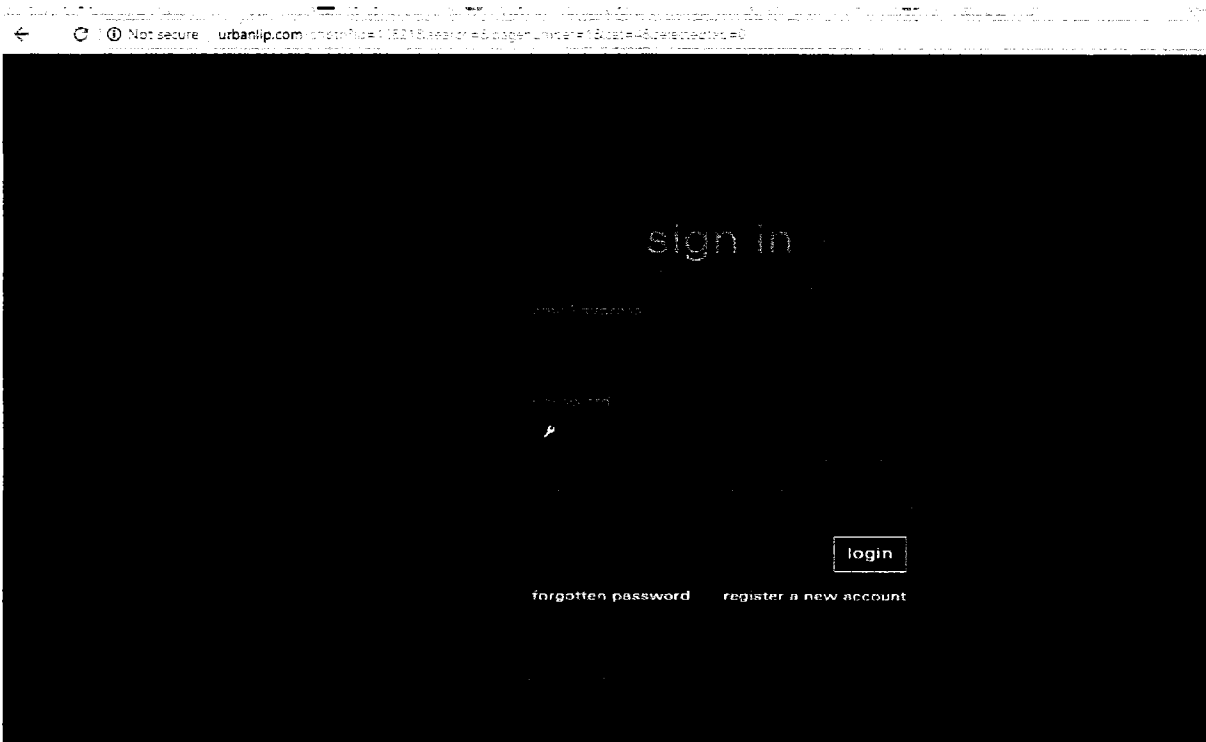
COMPANY: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I authorize the above named business to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services described above, for the amount indicated above only, and is valid for the specified use only. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.

# Exhibit "E"

Urbanlip home page.



**The website of Urban lips is fully protected. No one can log in and download any images without setting up the account and logging in.**

## Exhibit " F "



Imaged replaced in July 2018

# **Exhibit “G”**

LeReve Skin Institute  
18 Technology Dr. Suite 138  
Irvine, CA 92618

Office: 855.358.9348  
Cell: 949.232.4592  
info@revepeel.com

July 26<sup>nd</sup>, 2018

Matthew K , Higbee. Esq  
Re: Claim Number 515283

To whom it may concerned

Recently we received your letter with claim number 515283 posted on July 19 and we did talk to one of your associates yesterday July 26 morning. Unfortunately your email didn't work.

For the pictures in your claim that we use on our social media and some advertising material, we had no idea that "Urbanlip" that company has the copyright. We never had any business relationship with them either setting up the account or download pictures from their website. Their website is password protected, and all pictures are with the watermark,. Our company has never registered the account with Urbanlip nor being able to download any pictures. If so. Please provide the evidence.

We do use lots of pictures. Some are publicly available on internet, for any pictures with copyright, we purchased from the vendor like Shutterstock. If the pictures without copyright stated, we have not way to contact the owner of the images. There are numerous pictures available on internet for public use.

But we totally understand. So we already started to remove the pictures you claimed on our company social media pages. in the last few days. As of today July 26, it is clean.

If any images already released to our clients, it may take us some time to inform them to remove, we are in the process and hope can be clean in the next 2 weeks.

Whether we continue to use their pictures in the future, we would like to know the price, if reasonable and within our budget, we will consider to use by paying the loyalty

But overall, we are able to pay the amount of penalty fee <sup>not</sup> you claimed in the communication letter. We are a small and start up company. But the most important of all, Urbanlip has no ground and evidence to put a claim against us. They should provide the evidence that our company has downloaded the pictures from their server, If not, we cannot responsible for their own falture by releasing the image to other public sources without copyright notice. Your claim is invalid.

Helen Yu

 7/26/2018  
President, LeReve Skin Institute Inc.

**Helen Yu**

---

**From:** Helen Yu <helen@skinlereve.com>  
**Sent:** Monday, July 30, 2018 1:23 PM  
**To:** 'Cody Donnell'  
**Subject:** RE: Copyright (Legal)- LeReve Skin Institute- Urbanlip- 515283

Just be clear, urbanlip website is fully protected, it is not possible to check any pictures on their website without registering the account. Our company has never set up any account with them. We had no knowledge that their company owned these images till we received this claim, this company even never ever contacted us before raise the claim without any evidence that we accessed the pictures from them.

If they want to protect their copyright, they should have managed their images like any other professional stock picture providers like Shutterstock. We are not responsible for their management failure.

However, we understand and show the respect, so we are already showed our cooperation by taking out these images as soon as we receive your notice. But we are not able to pay the "statue damage" fee which caused by themselves and so high. FYI. Average stock picture price like Shutterstock is 25 images for \$229. This is our budget.

Thank you

Helen

**RevePeel®**, **ReveSkin™**, **LeReve Skin Institute Inc.** Dream Skin Starts From Innovation  
 18 Technology Dr. Suite 138. Irvine, CA 92618  
 Office: 855.358.9348; Fax: 949.861.6177; Cell: 949.880.5589 (Updated)  
**Customer Service ( Voice & Text): 949.331.5508**  
[www.revepeel.com](http://www.revepeel.com) | Facebook@revepeel | Instagram@revepeel\_reveskin

**LeReve Foundation** Dare to Dream is a non-profit 501 C U.S. public charity to empower women and girls, promote gender equality, help low income children worldwide on education and support female entrepreneurs. We donate 5% of LeReve net sales to LeReve Foundation. **Thank you for being part of LeReve Foundation by purchasing and promoting RevePeel and ReveSkin**

**From:** Cody Donnell <cdonnell@higbeeassociates.com>  
**Sent:** Monday, July 30, 2018 11:58 AM  
**To:** Helen Yu <helen@skinlereve.com>  
**Subject:** Copyright (Legal)- LeReve Skin Institute- Urbanlip- 515283

Dear Helen Yu,

To clarify, these images are registered and protected under copyright law. However we are no longer seeking the cost of what these images would have been charged for, we are seeking statue damages due to the fact that an infringement occurred. For statue damages the only thing that needs to be proven is the fact that these images were registered prior to the date of infringement. This is why we are seeking for statue damages. Therefore the base cost of the license of these images is no longer, nor has been an offer at this time.

Secondly, you have the obligation as a business owner to verify every image that you use to promote your business. It is your responsibility to find and contact the owner of any image that you use. Failure to do so will have you run the risk of



infringing upon other peoples images. Simply finding the image on the internet does not give you permission to use the image without paying, getting expressed permission, or a free pass to not do your own research on the image.

Thirdly, if you visit Urbanlip you can see that these images are their images to license, and this should have been part of your verification process during the research that should have been done prior to the posting of them. You can clearly see that they were even watermarked on their website to show ownership. In addition since 1989, watermarking is not required to be able to seek damages of any kind, once again it is the responsibility of the business owners to research who owns the image, it is no the image providers responsibility,.

If you cannot provide the initial amount, please submit a counter offer in regards to settling this matter.

Thank you for your time.

Cody Donnell  
Claims Resolution Specialist  
Copyright Division

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## Higbee & Associates

A NATIONAL LAW FIRM

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On Jul 30, 2018, at 11:42 AM, Helen Yu <[helen@skinlereve.com](mailto:helen@skinlereve.com)> wrote:

Hello,

We responded your claim by mail to your office. you supposed to receive it today.

Attached our response in PDF file.

You did mistranslate our conversation. We never said we don't responsible for the pictures we use.

- If the pictures are copy right protected with the claim, we contact the owner and purchase the copy right, like from Shutter stock
- If the pictures for public use without copy right protected and claim the owner. We have no way to contact the owner of the company.
- Urbanlip website is protected, there is no way we can download pictures from their website. we never set up any accounts with them nor could we download any pictures from their website. If so. Please provide evidence.

So regarding this claim, we can remove the images, which we already did and are inform our clients. But we cannot pay such a high fee.

If in the future, we want to purchase the picture from them, first they should drop this claim , then we will consider. We buy pictures from various vendors.

Thank you

Helen